



MEMORANDUM OF UNDERSTANDING

WASHINGTON TRAFFIC SAFETY COMMISSION

1000 So. Cherry St., PO Box 40944, Olympia, WA 98504-0944

THIS AGREEMENT is made and entered into by and between:

(insert your agency name above)

Hereinafter referred to as "Contractor" and the WASHINGTON TRAFFIC SAFETY COMMISSION, hereinafter referred to as "WTSC"

IT IS THE PURPOSE OF THIS AGREEMENT to provide overtime funding to law enforcement agencies to conduct **"Zero Tolerance – Click it or Ticket Seat Belt Emphasis Patrols"** during the period of September 12 through 25, 2005. The goal of this project is to contact as many violators as possible with a "Zero Tolerance" for seat belt violations

IT IS, THEREFORE, MUTUALLY AGREED THAT:

1. Contractor will provide a commissioned police officer (active or paid reserve) with appropriate equipment (vehicle, radar, etc) on an "overtime" basis (not to exceed 1.5 times normal salary) to enforce seat belt laws. No on-duty personnel will be funded.
2. The period of activity will begin on September 12 and extend through September 25, 2005. Funding is not available for activity before or after this period and funding may not exceed the amount prescribed in the attached Request for Proposal.
3. Performance standards for funded personnel are **a minimum of three (3) self-initiated contacts per hour funded with a "desired outcome" of three (3) seat belt citations per hour.** This is an enforcement activity with "zero tolerance" for seat belt violations. It is expected Notices of Infraction (NOI's) will be issued at contact unless circumstances dictate otherwise. It is understood that violator contacts may result in related, time-consuming activity. Such activity will be considered for reimbursement. Activity other than that initiated through emphasis patrol contact (investigating collisions, emergency responses, etc) will be the responsibility of the contracting agency and may not be considered for reimbursement.
4. Contractor must submit for **reimbursement no later than November 16, 2005.** Billings will include:
 - ◆ Invoice Voucher, A19-1A Form (attached). Please note that we cannot accept a FAX. We must have your agency identified as the "Claimant", a Federal Tax ID # and an original signature of the agency head, command officer or contracting officer on the A-19 form.
 - ◆ Payroll support documents (overtime slips, payroll documents, etc)
 - ◆ Officer worksheets (showing 3 or more self-initiated contacts per hour)
 - ◆ Combined activity log with totals for the entire mobilization
 - ◆ Pre and Post 100-Car seat belt surveys
5. Disputes arising under this agreement shall be resolved by a panel consisting of one representative of the Washington Traffic Safety Commission, one representative from your agency and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing.
6. Either party may terminate this agreement upon (30) days written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.

IN WITNESS WHEREOF, PARTIES HAVE EXECUTED THIS AGREEMENT.

APPROVED

Agency

Contracting Agent (Print/type Name)

Signature

Date

Washington Traffic Safety Commission

**Return to: WTSC
PO Box 40944
Olympia, WA 98504-0944**